

# UNOFFICIAL COPY

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2001-01-12 12:09:13

Cook County Recorder

41.00



0010032585

AFTER RECORDING MAIL TO:  
AMCORE MORTGAGE, INC.  
PO BOX 1687  
ROCKFORD, IL 61110-0187

AP# 043225  
LN# 043225

[Space Above This Line For Recording Data]

20074943  
78943571

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 18, 2000. The mortgagor is DAVID SOTO and SANDRA SOTO, HUSBAND & WIFE *[Signature]*

("Borrower"). This Security Instrument is given to AMCORE MORTGAGE, INC.

existing under the laws of  
PO BOX 1687, ROCKFORD, IL 61110-0187

NEVADA

, which is organized and  
, and whose address is

("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty Three Thousand Two  
Hundred Fifty Dollars and no/100  
Dollars  
(U.S. \$123,250.00). This debt is evidenced by Borrower's note dated the same date as this  
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due  
and payable on January 1, 2021. This Security Instrument secures to Lender: (a) the  
repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications  
of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the  
security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements  
under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and  
convey to Lender the following described property located in COOK

LOT 9 IN COUNTRY BROOK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE  
SOUTHWEST 1/4 OF SECTION 17 AND PART OF THE SOUTH EAST 1/4 OF SECTION 18,  
TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

which has the address of  
Illinois 60120  
[ZIP CODE]

1244 RED OAK COURT  
[STREET]  
("Property Address");

ELGIN  
[CITY]

BOX 333-CTY

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FORM 3014 9/90

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity (including Lennder, if Lennder is such an institution) or in any Federal Home Loan Bank, Lennder shall apply the Funds to pay the Escrow items, Lennder may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, certifying the Escrow items, unless Lennder pays Borrower interest on the Funds and applicable law permits Lennder to make such a charge. However, Lennder may require Borrower to pay a one-time charge for a independent real estate tax reporting service used by Lennder in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lennder shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lennder may agree in writing, however, that interest shall be paid on the Funds. Lennder shall give to Borrower, without charge, an annual account of the Funds held by Lennder at any time in writing, and, in such case Borrower shall make up the deficiency in no more than twelve monthly payments, so as to lennder's sole discretion.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments which may attain priority over this Security interest as a lien on the Property; (b) Yearly leasehold rents on the Property, if any; (c) Yearly hazard or property insurance premiums; (d) Yearly flood insurance premiums, if any; (e) Yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses or otherwise in accordance with applicable law.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

UNI-DIMENSIONAL COVENANTS, BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as "the "Improvements".

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**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2, the Property is acquired by Lender, Borrower's right to pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the any insurance policies and proceeds resulting from damage to the Property prior to the acquisition of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall be applied to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

The Property or to pay sums secured by this Security instrument, whether or not then due, Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to settle a or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's restoration or repair of the Property damaged, if the repair is not economically feasible and not made promptly by Borrower.

Borrower shall give to Lender all receipts of paid premiums and renewal notices. In the event of loss, shall promptly give to Lender all coverage carried and Lender may make proof of loss if mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall provide coverage to the amounts chosen by Borrower subject to Lender's approval which shall not be provided in the amounts and for the periods that Lender requires. The insurance carried shall be maintained in the amounts or flooding, for which Lender requires insurance. This insurance and any other hazards, including floods or fire, hazards included within the term "extended coverage" erected on the Property insured against losses by fire, hazards included within the term "extended coverage"

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter All insurance policies and renewals shall be acceptable to Lender and shall include a standard option, obtain coverage to protect Lender's rights in the property in accordance with paragraph 7.

providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be provided in the amounts and for the periods that Lender requires. The insurance carried shall be maintained in the amounts or flooding, for which Lender requires insurance. This insurance and any other hazards, including floods or fire, hazards included within the term "extended coverage" erected on the Property insured against losses by fire, hazards included within the term "extended coverage"

the lien or take one or more of the actions set forth above within 10 days of the giving of notice. over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy Lender's determination that any part of the Property is subject to a lien which may attain priority instrument. If Lender determines that the holder of the lien does not have sufficient interest in the property to prevent the enforcement of the lien, or (c) secures proceedings which in good faith the Lender, or defers a payment to the Lender, or (b) contains to Lender's opinion operate to prevent the enforcement of the lien, in, legal to Lender; (a) agrees in writing to the obligation secured by the lien in a manner acceptable Borrower's shall promptly discharge any lien which has priority over this Security instrument unless Borrowser shall promptly furnish to Lender receipts evidencing the payments.

these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes not paid in this manner, Borrower shall pay them on time directly to the person owed payment. Borrower or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if attributable to the Property which may attain priority over this Security instrument, and leasehold payments charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions any late charges due under the Note.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to acquisition or sale as a credit against the sums secured by this Security instrument.

Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of

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**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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**20. Hazardous Substances**. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) for reinstatement before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enforcing this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security instrument remains unchanged. Upon Borrower's obligation to pay the sums secured by this Security instrument, Lender's rights in the Property and reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of

the exercise ofレンダーラの権利は、本契約に規定された方法で実行されなければなりません。この権利は、レンダーラが債務を履行する前に行使することができるものとします。

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Lessor's Copy.** Borrower shall be given one conforming copy of the Note and of this Security Instrument.

**14. Notices.** Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address provided for in this instrument or by notice to Lender under the Borrower or Lender notice provision of this instrument. Any notice given to Borrower or Lender when given in this paragraph shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1--4 Family Rider      |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

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FORM 3014 9/90

This instrument was prepared by: TRACI MCNAMEE  
Address: Amcore Mortgage, Inc.  
P.O. Box 1687  
Rockford, IL 61110-9945

The seal is rectangular with a decorative border. The words "OFFICIAL SEAL" are at the top, "COMMONWEALTH OF MASSACHUSETTS" are in the center, and "THE GREAT SEAL" is at the bottom.

Notary Public

My commission expires:

Given under my hand and official seal, this 18th day of December, 2000.

personal knowledge to me to be the same person(s) whose name(s) is/are delivered to the foregoing instrument, appreared before me this day in person, and acknowledged that they subscribed to the foregoing instrument, as their true and voluntary act, for the uses and purposes therein set forth.

1. THE UNDESIGNED, A NOTAR HEDLIC IN AND FOR SAID DAVID SOTO AND SANDRA SOTO, HERSTAND + WDF

STATE OF ILLINOIS

[\[Please Below This Line For Acknowledgment\]](#)

[Verhindern](#)

(SEAL)  
-BORGOWER

-BROWNE  
(SEAL)

SANDRA SOTO  
-BROWNE  
(SEAL)

DAVID SOTO -BROWNE (SAL)

✓ ✓ ✓

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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**PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18th day of December, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to AMCORE MORTGAGE, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1244 RED OAK COURT, ELGIN, IL 60120

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described

in (the "Declaration"). The Property is a part of a planned unit development known as

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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Borrower  
(Seal)

Borrower  
(Seal)

SANDRA SOTO  
Borrower  
(Seal) 

**DAVID SOTO**  
Borrower  
(Seal) 

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and provisions contained in pages 1 and 2 of this PUD Rider.

**F. Remedies:** If Borrower does not pay PDU dues and assessments when due, then Lender may pay them. Any amounts due Lender under this Paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

(iv) Any collection which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(iii) Seminarion of professional management and assumption of self-management of the Owners

(ii) Any amendment to any provision of the "Constituent Document" is for the express benefit of Lennerd.

condemnation or eminent domain; by law in the case of substantial destruction by fire or other casualty or in the case of a taking by

written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required

E. Lennder's Prior Consent. Borrower shall not, except after notice to Lennder and with Lennder's prior written consent, transfer or assign any of its rights or obligations under this Agreement.

D. **Condemnation.** The proceeds of any award or claim, for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by D.

**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY****ORDER NUMBER:** 1409 007894354 EL**STREET ADDRESS:** 1244 RED OAK COURT**CITY:** ELGIN **COUNTY:** COOK**TAX NUMBER:** 06-18-407-009-0000**LEGAL DESCRIPTION:**

LOT 9 IN COUNTRY BROOK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 17 AND PART OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD-PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.